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26
**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

CASEY CLARKSON,

Plaintiff,

v.

ALASKA AIRLINES, INC.,
HORIZON AIR INDUSTRIES, INC.,
and ALASKA AIRLINES
PENSION/BENEFITS
ADMINISTRATIVE COMMITTEE,

Defendants.

Case No. 2:19-cv-0005 TOR

**DEFENDANTS ALASKA
AIRLINES, INC., HORIZON AIR
INDUSTRIES, INC., and
ALASKA AIRLINES
PENSION/BENEFITS
ADMINISTRATIVE
COMMITTEE'S ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFF'S COMPLAINT**

DEFENDANTS' ANSWER
Case No. 2:19-cv-0005 TOR

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1 Defendant Alaska Airlines, Inc. (“Alaska”), Horizon Air Industries, Inc.
2 (“Horizon”), and Alaska Airlines Pension/Benefits Administrative Committee
3 (collectively “Defendants”) respectfully submit their answer and affirmative
4 defenses to Plaintiff Casey Clarkson’s (“Plaintiff’s”) First Amended Complaint
5 (“FAC”).

6 **GENERAL DENIALS**

7 Except as expressly admitted below, Defendants deny each and every
8 allegation against them and deny liability to Plaintiff. With respect to those
9 allegations in the FAC that specify no applicable time, Defendants have answered
10 as of the present date.

11 Plaintiff includes in his FAC headings purporting to characterize certain
12 actions or events. Because the headings and subheadings are not set forth in
13 numbered paragraphs, they are not properly pleaded facts, and no response is
14 necessary. To the extent that Plaintiff has included headings or impertinent
15 materials that are inappropriate under Rules 8 and 12(f) of the Federal Rules of
16 Civil Procedure, no response is necessary. To the extent Plaintiff’s headings or
17 subheadings purport to state facts to which a response is required, Defendants deny
18 each and every such allegation. Plaintiff’s headings are repeated below solely for
19 organizational purposes. Defendants specifically deny, and do not adopt, the

1 characterizations set forth in these organizational headings and subheadings.

2 Specific denials on behalf of both Defendants do not indicate that both
3 Defendants are subject to the specific allegations nor do such denials on behalf of
4 both Defendants waive any response or defense on behalf of any particular
5 Defendant.

6 Defendants reserve the right to seek to amend and/or supplement this
7 Answer as may be necessary.

8 **RESPONSES TO SPECIFIC ALLEGATIONS**

9 In addition to and incorporating the above general denials, Defendants
10 further answer the numbered paragraphs in the FAC as follows:

11 **INTRODUCTION**

12 1. The allegations in Paragraph 1 of the FAC state a legal conclusion to
13 which no response is required. To the extent a response is required, Defendants
14 deny the allegations in Paragraph 1, except admit that Paragraph 1 purports to
15 describe Plaintiff's Complaint.

16 2. Defendants deny the allegations in Paragraph 2 of the FAC, except
17 admit that Paragraph 2 cites to a portion of USERRA and aver that USERRA
18 speaks for itself.

19 3. Defendants deny the allegations in Paragraph 3 of the FAC.

1 4. Defendants deny the allegations in Paragraph 4 of the FAC.

2 5. Defendants deny the allegations in Paragraph 5 of the FAC, except
3 admit that both Alaska and Horizon are wholly-owned subsidiaries of Alaska Air
4 Group, Inc.

5 6. Defendants deny the allegations in Paragraph 6 of the FAC.

6 7. Defendants deny the allegations in Paragraph 7 of the FAC, except
7 admit that Paragraph 7 purports to describe the nature of Plaintiff's Complaint.

8 8. Defendants deny the allegations in Paragraph 8 of the FAC, except
9 admit that Paragraph 8 purports to describe the nature of Plaintiff's Complaint.

10 9. Defendants deny the allegations in Paragraph 9 of the FAC, except
11 admit that Paragraph 9 purports to describe the nature of Plaintiff's Complaint.

12 **JURISDICTION AND VENUE**

13 10. The allegations in Paragraph 10 of the FAC state a legal conclusion to
14 which no response is required. To the extent a response is required, Defendants
15 deny the allegations in Paragraph 10, except admit that this Court has jurisdiction
16 over the federal question presented by Plaintiff's claims under USERRA unless
17 and until the litigation of Plaintiff's claims reveals that the claims raise questions
18 of interpretation or application of a collective bargaining agreement, at which time
19 the Railway Labor Act, 45 U.S.C. §§ 151, *et seq.*, may require dismissal of

1 Plaintiff's claims for lack of jurisdiction.

2 11. The allegations of Paragraph 11 of the FAC state a legal conclusion to
3 which no response is required. To the extent a response is required, Defendants
4 deny allegations in Paragraph 11 except admit that Plaintiff and certain other
5 employees of Defendants Alaska and Horizon reside in and Defendants transact
6 business in the Eastern District of Washington.

7 12. The allegations of Paragraph 12 of the FAC state a legal conclusion to
8 which no response is required. To the extent a response is required, Defendants
9 deny allegations in Paragraph 12 except admit that Defendant Horizon is a
10 Washington corporation and Defendants Horizon and Alaska are licensed to
11 conduct business in the State of Washington and conduct business in the Eastern
12 District of Washington.

13 **PARTIES**

14 13. Defendants admit that Plaintiff Clarkson was employed by Horizon as
15 a pilot beginning in November 2013 until he was hired by Alaska as a pilot on
16 November 6, 2017, and is currently employed by Alaska. Except as specifically
17 admitted, Defendants lack knowledge or information sufficient to form a belief as
18 to the truth of the allegations in Paragraph 13 of the FAC.

19 14. Defendants deny the allegations in Paragraph 14 of the FAC, except

1 admit that Alaska is an Alaskan corporation that is licensed to conduct business in
2 the state of Washington and Alaska's registered agent's address is 19300
3 International Blvd. SeaTac, WA 98188.

4 15. Defendants deny the allegations in Paragraph 15 of the FAC, except
5 admit that Horizon is a Washington corporation that is licensed to conduct business
6 in the State of Washington and Horizon's registered agent's address is 19300
7 International Blvd. SeaTac, WA 98188.

8 16. The allegations in Paragraph 16 of the FAC state a legal conclusion to
9 which no response is required. To the extent a response is required, Defendants
10 deny the allegations in Paragraph 16, except admit that Defendant Alaska Airlines
11 Pension/Benefit Administrative Committee is the Plan Administrator of the Alaska
12 Airlines, Inc. Pilots Investment and Savings Plan, which is the defined-contribution
13 plan that is offered to Alaska pilots and Plaintiff Clarkson is and has been a
14 participant in the Plan at least since October 2018.

15 **CLASS ACTION ALLEGATIONS**

16 17. The allegations in Paragraph 17 of the FAC state a legal conclusion to
17 which no response is required. To the extent a response is required, Defendants
18 deny the allegations in Paragraph 17, except admit that Paragraph 17 purports to
19 describe Plaintiff's Complaint.

1 18. The allegations in Paragraph 18 of the FAC state a legal conclusion to
2 which no response is required. To the extent a response is required, Defendants
3 deny the allegations in Paragraph 18, except admit that Paragraph 18 purports to
4 describe Plaintiff's Complaint.

5 **Impracticability of Joinder**

6 19. The allegations in Paragraph 19 of the FAC state a legal conclusion to
7 which no response is required. To the extent a response is required, Defendants
8 deny the allegations in Paragraph 19, except admit that Horizon employs at least
9 700 pilots.

10 20. The allegations in Paragraph 20 of the FAC state a legal conclusion to
11 which no response is required. To the extent a response is required, Defendants
12 deny the allegations in Paragraph 20.

13 21. The allegations in Paragraph 21 of the FAC state a legal conclusion to
14 which no response is required. To the extent a response is required, Defendants
15 deny the allegations in Paragraph 21, except admit that Alaska and Horizon
16 maintain hubs in numerous geographically dispersed airports.

17 **Commonality**

18 22. Defendants deny the allegations in Paragraph 22 of the FAC.

19 23. Defendants deny the allegations in Paragraph 23 of the FAC.

1 24. Defendants deny the allegations in Paragraph 24 of the FAC.

2 25. Defendants deny the allegations in Paragraph 25 of the FAC.

3 26. Defendants deny the allegations in Paragraph 26 of the FAC.

4 **Typicality**

5 27. Defendants deny the allegations in Paragraph 27 of the FAC.

6 28. Defendants deny the allegations in Paragraph 28 of the FAC.

7 **Adequacy**

8 29. The allegations in Paragraph 29 of the FAC state a legal conclusion to
9 which no response is required. To the extent a response is required, Defendants
10 deny the allegations in Paragraph 29 including for lack of knowledge or
11 information.

12 30. The allegations in Paragraph 30 of the FAC state a legal conclusion to
13 which no response is required. To the extent a response is required, Defendants
14 deny the allegations in Paragraph 30 including for lack of knowledge or
15 information.

16 31. The allegations in Paragraph 31 of the FAC state a legal conclusion to
17 which no response is required. To the extent a response is required, Defendants
18 deny the allegations in Paragraph 31 including for lack of knowledge or
19 information.

1 32. The allegations in Paragraph 32 of the FAC state a legal conclusion to
2 which no response is required. To the extent a response is required, Defendants
3 deny the allegations in Paragraph 32.

4 33. The allegations in Paragraph 33 of the FAC state a legal conclusion to
5 which no response is required. To the extent a response is required, Defendants
6 deny the allegations in Paragraph 33 including for lack of knowledge or
7 information.

8 **Rule 23(b)(3)**

9 34. Defendants deny the allegations in Paragraph 34 of the FAC.

10 35. Defendants deny the allegations in Paragraph 35 of the FAC.

11 36. Defendants deny the allegations in Paragraph 36 of the FAC.

12 37. Defendants deny the allegations in Paragraph 37 of the FAC.

13 **FACTUAL ALLEGATIONS**

14 **Defendant Horizon's Policies Regarding Military Leave**

15 36. Defendants deny the allegations of Paragraph 36 of the FAC, except
16 admit that Horizon has several policies that apply to employees who take leave to
17 perform military service.¹

18
19 ¹ Plaintiff's FAC rennumbers to Paragraph 36 here.

1 37. Defendants deny the allegations in Paragraph 37 of the FAC.

2 38. Defendants deny the allegations in Paragraph 38 of the FAC, except
3 admit that Horizon has applied a collectively-bargained “virtual credit” policy that
4 at one point allocated 2.45 hours per day for pilots on certain leaves, including
5 certain military leaves.

6 39. Defendants deny the allegations in Paragraph 39 of the FAC.

7 40. Defendants deny the allegations in Paragraph 40 of the FAC.

8 **Defendant Alaska Airlines’ Policies Regarding Military Leave**

9 41. Defendants deny the allegations in Paragraph 41 of the FAC.

10 **Horizon’s “Virtual Credit” Policy Causes Plaintiff Clarkson to Lose His**
11 **Regular Line Holder Status**

12 42. Defendants deny the allegations in Paragraph 42 of the FAC, except
13 admit that Plaintiff Clarkson began working for Horizon as a pilot in November
14 2013.

15 43. Defendants deny the allegations in Paragraph 43 of the FAC, except
16 admit that Plaintiff Clarkson went on military leave beginning June 8, 2017 and
17 was on military leave for 23 days in June 2017 and received virtual credit during
18 that military leave in accordance with the collectively-bargained credit matrix that
19 was effective at the time.

1 44. Defendants deny the allegations in Paragraph 44 of the FAC, except
2 admit that Plaintiff Clarkson went on military leave in July 2017 and received
3 virtual credit during that military leave in accordance with the collectively-
4 bargained credit matrix that was effective at the time.

5 45. Defendants deny the allegations in Paragraph 45 of the FAC.

6 46. Defendants deny the allegations in Paragraph 46 of the FAC.

7 47. Defendants deny the allegations in Paragraph 47 of the FAC.

8 48. Defendants deny the allegations in Paragraph 48 of the FAC, except
9 admit that went on military leave on September 26 and received virtual credit
10 during that military leave in accordance with the collectively-bargained credit
11 matrix that was effective at the time.

12 49. Defendants deny the allegations in Paragraph 49 of the FAC, except
13 admit that Plaintiff Clarkson took military leave in October 2017.

14 50. Defendants deny the allegations in Paragraph 50 of the FAC.

15 51. Defendants deny the allegations in Paragraph 51 of the FAC.

16 **Plaintiff Clarkson and the U.S. Department of Labor Notified Horizon That**
17 **its Virtual Credit Policy Violates USERRA**

18 52. Defendants deny the allegations of Paragraph 52 of the FAC, except
19 admit that Plaintiff emailed members of Horizon's management regarding the

1 company's "virtual credit" policy on June 11, 2017.

2 53. Defendants deny the allegations of Paragraph 53 of the FAC, except
3 admit that Plaintiff filed a complaint with the U.S. Department of Labor's Veterans
4 Employment and Training Services ("DOL").

5 54. Defendants deny the allegations of Paragraph 54 of the FAC, except
6 admit that the DOL contacted Horizon and Horizon told the DOL that while the
7 company did not "track reservists," as of August 18, 2017, "30 [of the company's
8 698] pilots [were] on military leaves."

9 55. Defendants deny the allegations of Paragraph 55 of the FAC, except
10 admit that the DOL completed its investigation of Clarkson's complaint and issued
11 a letter with its findings on October 4, 2017, and the DOL's letter speaks for itself.

12 56. Defendants deny the allegations of Paragraph 56 of the FAC.

13 **Both Defendants Failed to Pay Plaintiff Clarkson During Periods of Short-**
14 **Term Military Leave**

15 55. Defendants admit the allegations of Paragraph 55 of the FAC.²

16 56. Defendants deny the allegations of Paragraph 56 of the FAC.

17 57. Defendants deny the allegations of Paragraph 57 of the FAC.

18
19 ² Plaintiff's FAC rennumbers here to Paragraph 55.

Defendants' USERRA Violations Were Knowing and Willful

58. Defendants deny the allegations of Paragraph 58 of the FAC, except admit that Plaintiff claimed to Horizon that its virtual credit policy violated USERRA. The DOL's investigation speaks for itself.

59. Defendants deny the allegations of Paragraph 59 of the FAC including for lack of knowledge or information.

60. Defendants deny the allegations of Paragraph 60 of the FAC.

Count I
Violation of USERRA, 38 U.S.C. §§ 4312 & 4313
On Behalf of the Virtual Credit Class Against Horizon

61. Defendants restate and reallege the responses set forth in the foregoing as if fully set forth herein.

62. The allegations in Paragraph 62 of the FAC state a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 62, except admit that Paragraph 62 cites to a portion of USERRA and aver that USERRA speaks for itself.

63. Defendants deny the allegations of Paragraph 63 of the FAC, except admit that Plaintiff Clarkson provided Horizon notice of his military obligation beginning June 8, 2017.

64. Defendants admit the allegations of Paragraph 64 of the FAC.

65. Defendants deny the allegations of Paragraph 65 of the FAC including for lack of knowledge or information.

66. Defendants admit the allegations of Paragraph 66 of the FAC.

67. Defendants deny the allegations in Paragraph 67 of the FAC, except admit that Paragraph 67 purports to describe the nature of Plaintiff's Complaint.

68. The allegations in Paragraph 68 of the FAC state a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 68, except admit that Paragraph 62 cites to a portion of USERRA and aver that USERRA speaks for itself.

69. Defendants deny the allegations in Paragraph 69 of the FAC.

Count II
**Violation of USERRA § 4316(a), 38 U.S.C. § 4316(a) on Behalf of
the Virtual Credit Class Plaintiffs Against Horizon**

70. Defendants restate and reallege the responses set forth in the foregoing as if fully set forth herein.

71. The allegations in Paragraph 71 of the FAC state a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 71, except admit that Paragraph 71 cites to a portion of USERRA and aver that USERRA speaks for itself.

72. The allegations in Paragraph 72 of the FAC state a legal conclusion to

1 which no response is required. To the extent a response is required, Defendants
2 deny the allegations in Paragraph 72, except admit that Paragraph 72 cites to a
3 portion of USERRA and aver that USERRA speaks for itself.

4 73. Defendants deny the allegations in Paragraph 73 of the FAC.

5 74. Defendants deny the allegations in Paragraph 74 of the FAC.

6 **Count III**

7 **Violation of USERRA § 4316(c), 38 U.S.C. § 4316(c) on Behalf of
the Virtual Credit Class Against Horizon**

8 75. Defendants restate and reallege the responses set forth in the
9 foregoing as if fully set forth herein.

10 76. The allegations in Paragraph 76 of the FAC state a legal conclusion to
11 which no response is required. To the extent a response is required, Defendants
12 deny the allegations in Paragraph 76, except admit that Paragraph 76 cites to a
13 portion of USERRA and aver that USERRA speaks for itself.

14 77. The allegations in Paragraph 77 of the FAC state a legal conclusion to
15 which no response is required. To the extent a response is required, Defendants
16 deny the allegations in Paragraph 77.

17 78. Defendants deny the allegations in Paragraph 78 of the FAC.

18 **Count IV**

19 **Violation of USERRA § 4316(b), 38 U.S.C. § 4316(b)
On Behalf of the Paid Leave Class Against Horizon and Alaska**

79. Defendants restate and reallege the responses set forth in the foregoing as if fully set forth herein.

80. The allegations in Paragraph 80 of the FAC state a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 80, except admit that Paragraph 80 cites to a portion of USERRA and aver that USERRA speaks for itself.

81. The allegations in Paragraph 81 of the FAC state a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 81, except admit that Paragraph 81 cites to a portion of the federal regulations under USERRA and aver that the federal regulations under USERRA speak for themselves.

82. Defendants deny the allegations in Paragraph 82 of the FAC.

83. Defendants deny the allegations in Paragraph 83 of the FAC.

84. Defendants deny the allegations in Paragraph 84 of the FAC.

85. Defendants deny the allegations in Paragraph 85 of the FAC.

86. Defendants deny the allegations in Paragraph 86 of the FAC.

Count V

Violation of ERISA § 104(b), 29 U.S.C. § 1024(b)

Brought by Plaintiff Clarkson Individually Against the Alaska Airlines Pension/Benefit Administrative Committee

1 87. Defendants restate and reallege the responses set forth in the
2 foregoing as if fully set forth herein.

3 88. The allegations in Paragraph 88 of the FAC state a legal conclusion to
4 which no response is required. To the extent a response is required, Defendants
5 deny the allegations in Paragraph 88, except admit that Paragraph 88 cites to a
6 portion of ERISA and aver that ERISA speaks for itself.

7 89. The allegations in Paragraph 89 of the FAC state a legal conclusion to
8 which no response is required. To the extent a response is required, Defendants
9 deny the allegations in Paragraph 89, except admit that Paragraph 89 cites to a
10 portion of ERISA and aver that ERISA speaks for itself.

11 90. Defendants deny the allegations in Paragraph 90 of the FAC.

12 91. Defendants deny the allegations in Paragraph 91 of the FAC, except
13 admits that on October 22, 2019, Plaintiff Clarkson sent via certified mail a letter
14 to the Alaska Airlines Pension/Benefit Administrative Committee asking it to
15 provide “the latest updated summary plan description; (2) any summaries of
16 material modification to the Plan; (3) the latest full annual report, including a
17 statement of assets and liabilities of the Plan and accompanying notes as well as a
18 statement of income and expenses of the Plan, and accompanying notes; and (4)
19 any bargaining agreement, trust agreement, contract; or (5) other instruments under

1 which the Plan is established or operated, and any applicable amendments..

2 92. The allegations in Paragraph 92 of the FAC state a legal conclusion to
3 which no response is required. To the extent a response is required, Defendants
4 deny the allegations in Paragraph 92.

5 93. The allegations in Paragraph 93 of the FAC state a legal conclusion to
6 which no response is required. To the extent a response is required, Defendants
7 deny the allegations in Paragraph 93, except admit that Paragraph 93 cites to a
8 portion of ERISA and aver that ERISA speaks for itself.

9 94. The allegations in Paragraph 94 of the FAC state a legal conclusion to
10 which no response is required. To the extent a response is required, Defendants
11 deny the allegations in Paragraph 94, except admit that Paragraph 94 cites to a
12 portion of ERISA and aver that ERISA speaks for itself.

13 **PRAYER FOR RELIEF**

14 Defendants deny that Plaintiff, as an individual and on behalf of the putative
15 class, is entitled to any of the relief set forth in clauses A-K of the FAC, including
16 their component subparts.

17 **JURY TRIAL DEMAND**

18 The allegations in the Jury Trial Demand in the FAC state a legal conclusion
19 to which no response is required. To the extent a response is required, Defendants

1 deny the allegations in the Jury Trial Demand of the FAC except admit that
2 Plaintiff purports to demand a trial by jury for all causes of action and issues for
3 which trial by jury is available.

4 **AFFIRMATIVE DEFENSES**

5 Defendants assert the following affirmative defenses. By alleging these
6 affirmative defenses, Defendants do not agree or concede that they have the burden
7 of proof on any of the issues raised in these defenses or that any particular issue or
8 subject matter herein is relevant to Plaintiff's allegations.

9 **FIRST AFFIRMATIVE DEFENSE**

10 Pursuant to the Railway Labor Act, 45 U.S.C. §§ 151, *et seq.*, the Court
11 lacks subject-matter jurisdiction to adjudicate the merits of Plaintiff's claims, or
12 some of them, to the extent resolution of Plaintiff's claims would require the Court
13 to interpret or apply a collective bargaining agreement governing the terms of
14 Plaintiff or the putative class's employment with Defendants.

15 **SECOND AFFIRMATIVE DEFENSE**

16 The claims in the FAC are barred in whole or in part by the doctrine of
17 laches.

18 **THIRD AFFIRMATIVE DEFENSE**

19 The claims in the FAC are barred in whole or in part by the applicable

1 statute of limitations.

2 **FOURTH AFFIRMATIVE DEFENSE**

3 This lawsuit is not appropriate for class certification, and Plaintiff cannot
4 meet his burden to show that the claims for which class treatment is sought meet
5 the requirements of Federal Rule of Civil Procedure 23.

6 **FIFTH AFFIRMATIVE DEFENSE**

7 Assuming *arguendo* that Plaintiff were to prove Defendants violated
8 USERRA, which he cannot, any such violation was not willful, and therefore
9 Plaintiff is not entitled to recover liquidated damages.

10 **SIXTH AFFIRMATIVE DEFENSE**

11 The claims in the FAC fail as a matter of law under USERRA.

12 **SEVENTH AFFIRMATIVE DEFENSE**

13 This Court lacks personal jurisdiction over class members who have never
14 performed work for Defendants in Washington.

15 **EIGHTH AFFIRMATIVE DEFENSE**

16 Plaintiff and putative class members may be barred by a settlement or
17 release from bringing claims.

18 **NINTH AFFIRMATIVE DEFENSE**

19 Plaintiffs' claims may be barred by the takings clause of the Fifth

1 Amendment to the United States Constitution.

2 **RESERVATION OF RIGHTS TO ASSERT ADDITIONAL DEFENSES**

3 Defendants reserve the right to assert, and hereby gives notice that they
4 intends to rely upon, any other defense that may become available or appear during
5 discovery proceedings or otherwise in this case and hereby reserves the right to
6 amend their Answer to assert any such defense.

7 **WHEREFORE**, Defendants demand judgment as follows:

8 A. Plaintiff's FAC and each cause of action therein be
9 dismissed with prejudice;

10 B. Plaintiff's requests for damages, remedies, fees, costs, and
11 other relief be denied in their entirety, and that Plaintiff take nothing by
12 way of the FAC;

13 C. Defendants be awarded their costs, disbursements, and
14 attorneys' fees incurred in this action; and

15 D. The Court order such other and further relief for
16 Defendants as the Court deems just and proper.

1 Respectfully submitted,

2 Dated: July 15, 2019

s/Mark W. Robertson

Mark W. Robertson (*pro hac vice*)

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CERTIFICATE OF SERVICE

The undersigned certifies that, on July 15, 2019, a true and correct copy of Defendants Alaska Airlines, Inc., Horizon Air Industries, Inc., and Alaska Airlines Pension/Benefits Administrative Committee's Answer and Affirmative Defenses to Plaintiff's Complaint, was served on all counsel of record by the Court's electronic filing system (CM/ECF).

By /s/ Mark W. Robertson
Mark W. Robertson (*pro hac vice*)